BILL NO. S-91-03-02

SPECIAL ORDINANCE NO. S-69-91

**AN ORDINANCE** approving the awarding of Reference #1556 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and **RON LUNZ INC.; MARTIN ENTERPRISES, INC.; RICHARD NESS EXCAV. & TRKG. CP., INC.; AND YARBERRY LANDSCAPE** for the Neighborhood Code Enforcement Department.

**NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;**

**SECTION 1.** That Reference #1556 between the City of Fort Wayne, by and through its Department of Purchasing and **RON LUNZ INC.; MARTIN ENTERPRISES, INC.; RICHARD NESS EXCAV. & TRKG. CP., INC.; AND YARBERRY LANDSCAPE** for the Neighborhood Code Enforcement Department, respectfully for:

**demolitions and lot restorations for various building structures throughout the City of Fort Wayne through the Neighborhood Code Enforcement Department;**

involving a total cost of Forty-Four Thousand Three Hundred Three and no/100 Dollars ($44,303.00), all as more particularly set forth in said Reference #1556 which is on file in the Office of the Department of Purchasing, and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved.

**SECTION 2.** That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay, City Attorney

| | |
|---|---|
| REF. NO.: | 1556 |
| DEPT.: | N C E D |
| DATE: | 3/6/91 |
| ITEM/SERV.: | DEMOLITIONS |

PURCHASING INFORMATION

| | |
|---|---|
| ADVERTISED BID: | YES |
| DATES ADVERTISED: | 2/1/91 & 2/8/91 |
| OPENING DATE: | 2/21/91 |
| WRITTEN QUOTE: | |
| DUE DATE: | |
| VERBAL QUOTE: | |
| SINGLE SOURCE: | |
| NO. OF VENDORS NOTIFIED: | 10 |
| NO. OF VENDORS RECEIVING BID: | 4 |
| NO. OF VENDORS RETURNING BID: | 4 |
| NO. OF VENDORS DISQUALIFIED: | 0 |
| NO. OF VENDORS NOT RESPONDING: | 6 |
| DATE SENT TO DEPT FOR RECOMM.: | 2/21/91 |
| DATE RECOMMENDATION REC'D IN PURCH: | 2/26/91 |
| COUNCIL INFORMATION | DATES SENT EXTENSION DATES |
| DATE INFO SENT TO LAW DEPT.: | 3/6/91 |
| INTRODUCTION DATE: | 3/12/91 |
| DISCUSSION DATE: | 3/19/91 |
| PASSAGE DATE: | 3/26/91 |
| ORDINANCE NO.: | |

REFERENCE NO. 1556
DEMOLITIONS
NCED
2/21/91

| ADDRESS | YARBERRY LAND | | NESS EXCAVATING | | LUNZ EXCAVATING | | MARTEN ENTERPRISE | |
|---|---|---|---|---|---|---|---|---|
| | DEMO | LOT | DEMO | LOT | DEMO | LOT | DEMO | LOT |
| 3512 S BARR | $1,050.00 | $600.00 | $1,530.00 | $200.00 | $1,725.00 | $200.00 | $2,150.00 | $150.00 |
| 420 BOLTZ | $2,100.00 | $600.00 | $1,690.00 | $250.00 | $1,925.00 | $200.00 | $2,000.00 | $150.00 |
| 521 BUCHANAN | $1,380.00 | $600.00 | $1,919.00 | $200.00 | $1,710.00 | $200.00 | $1,950.00 | $150.00 |
| 2817 S CLINTON | $2,300.00 | $600.00 | $4,090.00 | $250.00 | NO BID | NO BID | $7,500.00 | $250.00 |
| 433 E DEWALD | $1,300.00 | $600.00 | $2,499.00 | $250.00 | NO BID | NO BID | $3,000.00 | $150.00 |
| 1424 S HANNA | $1,440.00 | $600.00 | $2,444.00 | $250.00 | $2,200.00 | $200.00 | $3,250.00 | $150.00 |
| 915 HANOVER | $500.00 | $100.00 | $590.00 | $100.00 | $480.00 | $100.00 | $475.00 | $0.00 |
| 2708 JOHN | $1,500.00 | $600.00 | $2,840.00 | $250.00 | $3,800.00 | $250.00 | $2,800.00 | $150.00 |
| 2516 LILLIE | $1,700.00 | $600.00 | $1,999.00 | $250.00 | $1,990.00 | $150.00 | $2,300.00 | $150.00 |
| 2613 LILLIE | $1,700.00 | $600.00 | $2,049.00 | $240.00 | $2,100.00 | $200.00 | $2,400.00 | $150.00 |
| 2332 OLIVER | $1,800.00 | $600.00 | $2,346.00 | $250.00 | $2,950.00 | $200.00 | $2,400.00 | $150.00 |
| 529 ST MARTINS | $1,450.00 | $600.00 | $3,450.00 | $250.00 | $2,800.00 | $200.00 | $2,700.00 | $150.00 |
| 2902 SMITH | $2,200.00 | $600.00 | $2,244.00 | $150.00 | $2,500.00 | $200.00 | $2,500.00 | $150.00 |
| 720 WALNUT | $2,200.00 | $600.00 | $3,149.00 | $250.00 | $3,400.00 | $200.00 | $2,700.00 | $150.00 |
| 2024 WARSAW | $2,500.00 | $600.00 | $2,470.00 | $250.00 | NO BID | NO BID | $4,500.00 | $150.00 |
| 1202 W WASHINGTON | $400.00 | $100.00 | $2,529.00 | $100.00 | $1,600.00 | $100.00 | $2,500.00 | $100.00 |
| 1706 E WAYNE | $1,450.00 | $600.00 | $3,190.00 | $250.00 | $4,400.00 | $250.00 | $2,500.00 | $150.00 |
| 1212 WILT | $400.00 | $100.00 | $670.00 | $100.00 | NO BID | NO BID | $600.00 | $50.00 |
| 2425 WINTER | $1,875.00 | $600.00 | $2,550.00 | $240.00 | $3,300.00 | $200.00 | $2,400.00 | $150.00 |
| 2949 WINTER | $1,700.00 | $600.00 | $1,600.00 | $250.00 | $1,635.00 | $200.00 | $1,640.00 | $150.00 |
| 4101 WINTER | $500.00 | $100.00 | $480.00 | $150.00 | $670.00 | $75.00 | $400.00 | $0.00 |
| 1306 WOODBINE | $1,300.00 | $600.00 | $2,443.00 | $250.00 | $2,400.00 | $200.00 | $2,000.00 | $150.00 |
| 2911 WEISSER PRK | $2,000.00 | $600.00 | $2,844.00 | $250.00 | $3,200.00 | $250.00 | $2,700.00 | $150.00 |
| SUB TOTALS | $34,745.00 | $11,800.00 | $51,615.00 | $4,980.00 | $44,785.00 | $3,575.00 | $57,365.00 | $3,100.00 |
| GRAND TOTAL | $46,545.00 | | $56,595.00 | | $48,360.00 | | $60,465.00 | |

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 2-21-91 @ 11:00 AM BID REFERENCE # 1556

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR THE DEMOLITION & LOT RESTORATION OF TWENTY-SEVEN (27) +/- STRUCTURES PER SPECIFICATIONS AND REQUESTED BY NEIGHBORHOOD CODE ENFORCEMENT

THIS BID REQUIRES A XXX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES AXXX 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: _____% IF PAID WITHIN _____ DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Ron Linz Inc.

STREET ADDRESS 5915 Ardmore

CITY Fort Wayne PHONE # 747-2714

BY Ronald Linz
REPRESENTATIVE SIGNATURE

PRICE SHEET
DEMOLITIONS/LOT RESTORATION

| ADDRESS | STRUCTURE | COST OF DEMO | / | COST OF LOT | / | TOTAL |
|---|---|---|---|---|---|---|
| 3512 S BARR | HOUSE | $ 1725 | / $ | 200 | / $ | 1925 |
| 420 BOLTZ | HOUSE | $ 2125 | / $ | 200 | / $ | 2325 |
| 521 BUCHANAN | HOUSE | $ 1710 | / $ | 200 | / $ | 1910 |
| 2817 S CLINTON | HOUSE/GARAGE | $ — | / $ | — | / $ | — |
| 425 DALMAN | HOUSE | $ 2220 | / $ | 200 | / $ | 2420 |
| 1110 DEGROFF | GARAGE | $ 590 | / $ | 75 | / $ | 665 |
| 433 E DEWALD | HOUSE | $ — | / $ | — | / $ | — |
| 1424 S HANNA | HOUSE | $ 2200 | / $ | 200 | / $ | 2400 |
| 915 HANOVER | GARAGE | $ 480 | / $ | 100 | / $ | 580 |
| 2708 JOHN | HOUSE | $ 3800 | / $ | 250 | / $ | 4050 |
| 2512 LILLIE | HOUSE | $ 1890 | / $ | 150 | / $ | 2040 |
| 2516 LILLIE | HOUSE/GARAGE | $ 1990 | / $ | 150 | / $ | 2140 |
| 2613 LILLIE | HOUSE/GARAGE | $ 2100 | / $ | 200 | / $ | 2300 |
| 2332 OLIVER | HOUSE | $ 2950 | / $ | 200 | / $ | 3150 |
| 529 ST MARTINS | HOUSE | $ 2800 | / $ | 200 | / $ | 3000 |
| 2902 SMITH | HOUSE/GARAGE | $ [redacted] | / $ | 200 | / $ | 2700 |
| 720 WALNUT | HOUSE/GARAGE | $ 3400 | / $ | 200 | / $ | 3600 |
| 2024 WARSAW | HOUSE | $ — | / $ | — | / $ | — |
| 1202 W WASHINGTON | GARAGE PARTIAL | $ 1600 | / $ | 100 | / $ | 1700 |
| 1706 E WAYNE | HOUSE/GARAGE | $ 4400 | / $ | 250 | / $ | 4650 |
| 1212 WILT | GARAGE | $ — | / $ | — | / $ | — |
| 2425 WINTER | HOUSE | $ 3300 | / $ | 200 | / $ | 3500 |
| 2949 WINTER | HOUSE | $ 1635 | / $ | 200 | / $ | 1835 |
| 4101 WINTER | GARAGE | $ 670 | / $ | 75 | / $ | 745 |
| 1306 WOODBINE | HOUSE | $ 2400 | / $ | 200 | / $ | 2600 |
| 122 E WOODLAND | HOUSE | $ — | / $ | — | / $ | — |
| 2911 WEISSER PARK | HOUSE/GARAGE | $ 3200 | / $ | 250 | / $ | 3450 |

GRAND TOTAL: $ 53,485

VALIDITY OF BID PRICE: _____
(IN CALENDAR DAYS)

Prescribed by the State Board of Accounts

Form No. 95 (Revised 1987)

# BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.3)
(Please type or print)

Date: _____

1. Governmental Unit: _____
2. County: _____
3. Bidder (Firm): _____
   Address: _____
   City/State: _____
4. Telephone Number: _____
5. Agent of Bidder (If applicable): _____

Pursuant to notices given, the undersigned offers bid(s) to _____ (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

_____
Signature of Bidder or Agent

## BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

| Class or Item | Quantity | Unit | Description | Unit Price | Amount |
|---|---|---|---|---|---|
| | | | | | |

## NON-COLLUSION AFFIDAVIT

STATE OF INDIANA )
) SS:
_____ COUNTY )

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Bidder (Firm)

Signature of Bidder or Agent

Subscribed and sworn to before me this 21 day of Feb., 1991

My Commission Expires: 8-7-91

County of Residence: Allen

Notary Public

Karen S. Perkin
Notary Public Printed Name

## ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Date: _____

Contracting Authority Members:

_____ _____

_____ _____

_____ _____

# American States Insurance Company

INDIANAPOLIS, INDIANA

## Bid Bond

### Know all Men by these Presents

That we, Ron Lunz Excavating, Inc.

of Fort Wayne, Indiana (hereinafter called the Principal), as Principal, and AMERICAN STATES INSURANCE COMPANY (hereinafter called the Surety), as Surety, are held and firmly bound unto The City of Fort Wayne

(hereinafter called the Obligee) in the penal sum of Two Thousand six hundred eighty four----------25/100 Dollars ($ 2,684.25 ) for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for the demolition of 22 structures.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and Sealed this 20 day of February, 19 91

Witness

Ron Lunz
Principal

By: President
Title

Witness

AMERICAN STATES INSURANCE COMPANY

By Jim Imel
Attorney-in-Fact

9-1027
(10-89)

GENERAL POWER OF ATTORNEY

# American States Insurance Company
INDIANAPOLIS, INDIANA

478-283

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and appointed, and does by these presents make, constitute

and appoint

---------- JIMMIE T. IMEL AND SHIRLEY ANN IMEL ----------

(Jointly or Severally)

of Fort Wayne and State of Indiana

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed

ONE HUNDRED THOUSAND AND NO/100 ($100,000.00) DOLLARS ----------

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman, the President or any vice-president (including any Executive Vice President, Senior Vice President, Second Vice President or Assistant Vice President) shall have power, by and with the concurrence with the any other officer of the Corporation, to appoint Attorneys-in-Fact as the business of the Corporation may require and to authorize any such person to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise."

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President, attested by its Assistant Vice-President and its corporate seal to be hereto affixed this 21st day of March

A.D. 19 90.

AMERICAN STATES INSURANCE COMPANY

ATTEST: _____
Assistant Vice-President

By _____
Second Vice-President

STATE OF INDIANA
COUNTY OF MARION } SS

On this 21st day of March, A.D., 19 90, before me personally came

Joseph F. Heim, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is a Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said Corporation; and that he signed his name thereto under like authority. And said

Joseph F. Heim further said that he is acquainted with John J. Rosich and knows him to be the Assistant Vice-President of said Corporation; and that he executed the above instrument.

_____
Notary Public

BARBARA PONSLER, NOTARY PUBLIC
MARION COUNTY, STATE OF INDIANA
MY COMMISSION EXPIRES: 10/2,92

STATE OF INDIANA
COUNTY OF MARION } SS

I, John J. Rosich, the Assistant Vice-President of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of Section 8.03 of the By-Laws of AMERICAN STATES INSURANCE COMPANY which reads as follows:

"All policies and other instruments of insurance issued by the Corporation shall be signed on behalf of the Corporation by the Chairman, the President or any vice-president (including any Executive Vice President, Senior Vice President, Vice President, Second Vice President or Assistant Vice President) and the secretary, or an assistant secretary, or other officer, whose signatures, if the instrument is duly countersigned by an authorized representative of the Corporation, may be facsimilies. Such signatures and facsimiles thereof shall be authorized and binding upon the Corporation notwithstanding the fact that any such officer shall have ceased to be such officer at the time such policy or other instrument of insurance shall have been actually issued by the Corporation."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 20 day of Feb.,

A.D., 19 91.

_____
Assistant Vice-President

9-1459
(8-89)

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 2-21-91 @ 11:00 AM BID REFERENCE # 1556

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR THE DEMOLITION & LOT RESTORATION OF TWENTY-SEVEN (27) +/- STRUCTURES PER SPECIFICATIONS AND REQUESTED BY NEIGHBORHOOD CODE ENFORCEMENT

THIS BID REQUIRES A XXX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES AXXX 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: _____% IF PAID WITHIN _____ DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME MARTIN ENTERPRISES, INC.

STREET ADDRESS 4315 MEYER ROAD

CITY FORT WAYNE PHONE # 447-5591

BY Jim Martin
REPRESENTATIVE SIGNATURE

**THE BIDDER HEREBY ACKNOWLEDGES AND AGREES TO THE FOLLOWING SPECIFICATIONS:**

A. 1. The contractor shall, at his/her own expense, secure and pay to the appropriate department of the local government, the fees or charges for all permits required for demolition, sidewalks, sheds, pavement cuts and repaving of streets and sidewalks, and all other building, electrical, plumbing, gas and sewer permits necessary under the local regulatory body or any of its agencies.

2. Wages paid on the project shall not be less than the scale determined by law. The contractor shall submit weekly, a duplicate copy of his/her payroll, for the duration of the job, to the Administrator of Safe Housing and Building Standards, to substantiate the payment of the wage scale.

B. The contractor shall comply with the applicable laws and ordinances governing the disposal of materials, debris, rubbish and trash on or off the area and shall commit no trespass on any public or private property in any operation due to or connected with the demolition and site clearance.

C. The bidder must state how soon he/she can begin work, after the award of the contract. Within 3 days.

D. The Safe Housing Enforcement Manager, shall be notified on the date of the start of demolition of each structure, and each structure shall be removed and site property cleared within five (5) calendar days after starting date on that structure. For failure to comply, the contractor will pay five percent (5%) of the bid price per day per parcel as liquidated damages for each day that the work is not completed beyond five (5) days from the beginning of demolition of each structure, unless proper written approval of a longer completion period is obtained from the Safe Housing Enforcement Departent Administrator.

E. The contractor hereby agrees to the following details regarding the demolition of the above structures:

1. Demolish and remove all building and appurtenances thereto. After demolition is started the Contractor is to work on it continuously until completion unless otherwise stated in writing by the Safe Housing and Building Standards Administrator.

2. Maintain control over operations to eliminate hazards to area residents. Nails and other tire puncturing items shall not be dropped on streets, alleys and adjacent property. Existing public streets, curbs and sidewalks shall be protected from damage as much as possible. When possible, the contractor shall enter the properties to be cleared from the

# UNITED STATES FIDELITY AND GUARANTY COMPANY

(A Stock Company)

## BID BOND

BOND NUMBER .....

**KNOW ALL MEN BY THESE PRESENTS:**

THAT MARTIN ENTERPRISES, INC.

..... of Fort Wayne, Indiana

....., as Principal , and UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland corporation, as Surety, are held and firmly bound unto City of Fort Wayne, Indiana - Department of Purchasing

as Obligee, in the full and just sum of

Five Per Cent (5%) of Maximum Bid---------- Dollars, lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS,** the said Principal is herewith submitting its proposal

Bid Reference 1556 - Demolition and Lot Restoration of 27 Structures

**THE CONDITION OF THIS OBLIGATION** is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered February 21, 1991
(Date)

MARTIN ENTERPRISES, INC. (SEAL)

BY: Terri Mart (SEAL)

YASTE, ZENT & RYE AGENCY, INC.

Mary A. MacKay

UNITED STATES FIDELITY AND GUARANTY COMPANY

BY: John J. Isbell
Attorney-in-fact

CERTIFIED COPY

# GENERAL POWER OF ATTORNEY

No. 97796

***Know all Men by these Presents:***

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski and Diane T. Green

of the City of Fort Wayne, State of Indiana its true and lawful attorneys in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever anyone of the said Gerald A. Dahle and the said John J. Pikel and the said Donald T. Belbutowski and the said Diane T. Green

may lawfully do in the premises by virtue of these presents.

***In Witness Whereof,*** the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 27th day of November, A. D. 1985

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By W. Bradley Wallace
*Vice-President.*

(SEAL)

(Signed) John A. Umberger
*Assistant Secretary.*

STATE OF MARYLAND, BALTIMORE CITY, } ss:

On this 27th day of November, A. D. 1985, before me personally came W. Bradley Wallace, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and John A. Umberger, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said W. Bradley Wallace and John A. Umberger were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1986.

(SEAL) (Signed) Margaret M. Hurst
*Notary Public.*

STATE OF MARYLAND, BALTIMORE CITY, } Sct.

I, Saundra E. Banks, Clerk of the Circuit Court for Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

***In Testimony Whereof,*** I hereto set my hand and affix the seal of the Circuit Court for Baltimore City, the same being a Court of Record, this 27th day of November, A. D. 1985

(SEAL) (Signed) Saundra E. Banks
*Clerk of the Circuit Court for Baltimore City.*

FS 3 (1-83)

PRINTED IN U.S.A.

Prescribed by the State Board of Accounts

Form No. 95 (Revised 1987)

# BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.3)
(Please type or print)

Date: _____

1. Governmental Unit: CITY OF FORT WAYNE
2. County: ALLEN
3. Bidder (Firm): MARTIN ENTERPRISES, INC.
   Address: 4315 MEYER ROAD
   City/State: FORT WAYNE, IN.
4. Telephone Number: 447-5591
5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers bid(s) to _____ (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Tom Martin
Signature of Bidder or Agent

## BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

| Class or Item | Quantity | Unit | Description | Unit Price | Amount |
|---|---|---|---|---|---|

## NON-COLLUSION AFFIDAVIT

STATE OF INDIANA )
) SS:
ALLEN COUNTY )

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

MARTIN ENTERPRISES, INC.
Bidder (Firm)

Tom Martin
Signature of Bidder or Agent

Subscribed and sworn to before me this 20TH day of FEB., 19 96

My Commission Expires: 6-14-92

County of Residence: ALLEN

Albert J. Ensley Jr
Notary Public

ALBERT J. ENSLEY JR.
Notary Public Printed Name

## ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Date: _____

Contracting Authority Members:

_____ _____
_____ _____
_____ _____

Martin Enterprises

PRICE SHEET
DEMOLITIONS/LOT RESTORATION

| ADDRESS | STRUCTURE | COST OF DEMO | / | COST OF LOT | / | TOTAL |
|---|---|---|---|---|---|---|
| 3512 S BARR | HOUSE | $2,150.00 | / | $ 150.00 | / | $ 2,300.00 |
| 420 BOLTZ | HOUSE | $2,000.00 | / | $ 150.00 | / | $ 2,150.00 |
| 521 BUCHANAN | HOUSE | $1,950.00 | / | $ 150.00 | / | $ 2,100.00 |
| 2817 S CLINTON | HOUSE/GARAGE | $7,500.00 | / | $ 250.00 | / | $ 7,700.00 |
| 425 DALMAN | HOUSE | $2,600.00 | / | $ 150.00 | / | $ 2,750.00 |
| 1110 DEGROFF | GARAGE (NO TRUCK) | $ 450.00 | / | $ ⊖ | / | $ 450.00 |
| 433 E DEWALD | HOUSE | $3,000.00 | / | $ 150.00 | / | $ 3,150.00 |
| 1424 S HANNA | HOUSE | $3,250.00 | / | $ 150.00 | / | $ 2,400.00 |
| 915 HANOVER | GARAGE | $ 475.00 | / | $ ⊖ | / | $ 475.00 |
| 2708 JOHN | HOUSE | $2,800.00 | / | $ 150.00 | / | $ 2,950.00 |
| 2512 LILLIE | HOUSE | $2,300.00 | / | $ 150.00 | / | $ 2,450.00 |
| 2516 LILLIE | HOUSE/GARAGE | $2,300.00 | / | $ 150.00 | / | $ 2,450.00 |
| 2613 LILLIE | HOUSE/GARAGE | $2,400.00 | / | $ 150.00 | / | $ 2,550.00 |
| 2332 OLIVER | HOUSE | $2,400.00 | / | $ 150.00 | / | $ 2,550.00 |
| 529 ST MARTINS | HOUSE | $2,700.00 | / | $ 150.00 | / | $ 2,850.00 |
| 2902 SMITH | HOUSE/GARAGE | $2,500.00 | / | $ 150.00 | / | $ 2,650.00 |
| 720 WALNUT | HOUSE/GARAGE | $2,700.00 | / | $ 150.00 | / | $ 2,850.00 |
| 2024 WARSAW | HOUSE | $4,500.00 | / | $ 150.00 | / | $ 4,650.00 |
| 1202 W WASHINGTON | GARAGE PARTIAL | $2,500.00 | / | $ 100.00 | / | $ 2,600.00 |
| 1706 E WAYNE | HOUSE/GARAGE | $2,500.00 | / | $ 150.00 | / | $ 2,650.00 |
| 1212 WILT | GARAGE | $ 600.00 | / | $ 50.00 | / | $ 650.00 |
| 2425 WINTER | HOUSE | $2,400.00 | / | $ 150.00 | / | $ 2,550.00 |
| 2949 WINTER | HOUSE | $1,640.00 | / | $ 150.00 | / | $ 1,790.00 |
| 4101 WINTER | GARAGE | $ 400.00 | / | $ ⊖ | / | $ 400.00 |
| 1306 WOODBINE | HOUSE | $2,000.00 | / | $ 150.00 | / | $ 2,150.00 |
| 122 E WOODLAND | HOUSE | $2,300.00 | / | $ 150.00 | / | $ 2,450.00 |
| 2911 WEISSER PARK | HOUSE/GARAGE | $2,700.00 | / | $ 150.00 | / | $ 2,850.00 |

GRAND TOTAL: $67,565.00

VALIDITY OF BID PRICE: 60
(IN CALENDAR DAYS)

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 2-21-91 @ 11:00 AM BID REFERENCE # 1556

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR THE DEMOLITION & LOT RESTORATION OF TWENTY-SEVEN (27) +/- STRUCTURES PER SPECIFICATIONS AND REQUESTED BY NEIGHBORHOOD CODE ENFORCEMENT

THIS BID REQUIRES A XXX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES AXXX 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: XXX % IF PAID WITHIN XXX DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Richard Ness Excav. & Trkg. Cp., Inc.

STREET ADDRESS #1 Hitzfield St.

CITY Huntington, IN 46750 PHONE # 672-3336

BY Richard Ness
REPRESENTATIVE SIGNATURE President

**THE BIDDER HEREBY ACKNOWLEDGES AND AGREES TO THE FOLLOWING SPECIFICATIONS:**

A. 1. The contractor shall, at his/her own expense, secure and pay to the appropriate department of the local government, the fees or charges for all permits required for demolition, sidewalks, sheds, pavement cuts and repaving of streets and sidewalks, and all other building, electrical, plumbing, gas and sewer permits necessary under the local regulatory body or any of its agencies.

2. Wages paid on the project shall not be less than the scale determined by law. The contractor shall submit weekly, a duplicate copy of his/her payroll, for the duration of the job, to the Administrator of Safe Housing and Building Standards, to substantiate the payment of the wage scale.

B. The contractor shall comply with the applicable laws and ordinances governing the disposal of materials, debris, rubbish and trash on or off the area and shall commit no trespass on any public or private property in any operation due to or connected with the demolition and site clearance.

C. The bidder must state how soon he/she can begin work, after the award of the contract. Within Ten (10) days.

D. The Safe Housing Enforcement Manager, shall be notified on the date of the start of demolition of each structure, and each structure shall be removed and site property cleared within five (5) calendar days after starting date on that structure. For failure to comply, the contractor will pay five percent (5%) of the bid price per day per parcel as liquidated damages for each day that the work is not completed beyond five (5) days from the beginning of demolition of each structure, unless proper written approval of a longer completion period is obtained from the Safe Housing Enforcement Departent Administrator.

E. The contractor hereby agrees to the following details regarding the demolition of the above structures:

1. Demolish and remove all building and appurtenances thereto. After demolition is started the Contractor is to work on it continuously until completion unless otherwise stated in writing by the Safe Housing and Building Standards Administrator.

2. Maintain control over operations to eliminate hazards to area residents. Nails and other tire puncturing items shall not be dropped on streets, alleys and adjacent property. Existing public streets, curbs and sidewalks shall be protected from damage as much as possible. When possible, the contractor shall enter the properties to be cleared from the

Prescribed by the State Board of Accounts

Form No. 95 (Revised 1987)

# BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.3)
(Please type or print)

1. Governmental Unit: City of Fort Wayne — Date: Feb. 21, 1991
2. County: Allen
3. Bidder (Firm): Richard Ness Excavating & Trkg. Co., Inc.
   Address: #1 Fitzfield St.-P.O. Box 455
   City/State: Huntington, IN 46750
4. Telephone Number: 672-3336
5. Agent of Bidder (If applicable): - - -

Pursuant to notices given, the undersigned offers bid(s) to City of Fort Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Signature of Bidder or Agent
Richard Ness, President

## BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

| Class or Item | Quantity | Unit | Description | Unit Price | Amount |
|---|---|---|---|---|---|
| See page #11 for each unit & Total amt. | | | | | |

## NON-COLLUSION AFFIDAVIT

STATE OF INDIANA )
) SS:
Huntington COUNTY )

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Richard Ness Excav. & Trkg. Co., Inc.
Bidder (Firm)
Richard Ness
Signature of Bidder or Agent Richard Ness, President

Subscribed and sworn to before me this 21 day of Feb., 19 91

My Commission Expires: Dec. 5, 1994

County of Residence: Huntington,

Keith E. Steele
Notary Public
Keith E. Steele
Notary Public Printed Name

## ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Date: _____

Contracting Authority Members:

_____ _____
_____ _____
_____ _____

PRICE SHEET
DEMOLITIONS/LOT RESTORATION

| ADDRESS | STRUCTURE | COST OF DEMO | / | COST OF LOT | / | TOTAL |
|---|---|---|---|---|---|---|
| 3512 S BARR | HOUSE | $ 1,530.00 | / | $ 200.00 | / | $ 1,730.00 |
| 420 BOLTZ | HOUSE | $ 1,690.00 | / | $ 250.00 | / | $ 1,940.00 |
| 521 BUCHANAN | HOUSE | $ 1,919.00 | / | $ 200.00 | / | $ 2,119.00 |
| 2817 S CLINTON | HOUSE/GARAGE | $ Asb.1,000+3090 | / | $ 250.00 | / | $ 4,340.00 |
| 425 DALMAN | HOUSE | $ 2,790.00 | / | $ 200.00 | / | $ 2,990.00 |
| 1110 DEGROFF | GARAGE | $ 590.00 | / | $ 100.00 | / | $ 690.00 |
| 433 E DEWALD | HOUSE | $ Asb.1,000+2399 | / | $ 250.00 | / | $ 3,649.00 |
| 1424 S HANNA | HOUSE | $ 2,444.00 | / | $ 250.00 | / | $ 2,694.00 |
| 915 HANOVER | GARAGE | $ 590.00 | / | $ 100.00 | / | $ 690.00 |
| 2708 JOHN | HOUSE | $ 2,840.00 | / | $ 250.00 | / | $ 3,090.00 |
| 2512 LILLIE | HOUSE | $ 1,999.00 | / | $ 250.00 | / | $ 2,249.00 |
| 2516 LILLIE | HOUSE/GARAGE | $ 1,999.00 | / | $ 250.00 | / | $ 2,249.00 |
| 2613 LILLIE | HOUSE/GARAGE | $ 2,049.00 | / | $ 240.00 | / | $ 2,289.00 |
| 2332 OLIVER | HOUSE | $ 2,346.00 | / | $ 250.00 | / | $ 2,596.00 |
| 529 ST MARTINS | HOUSE | $ 3,450.00 | / | $ 250.00 | / | $ 3,700.00 |
| 2902 SMITH | HOUSE/GARAGE | $ 2,244.00 | / | $ 150.00 | / | $ 2,394.00 |
| 720 WALNUT | HOUSE/GARAGE | $ 3,149.00 | / | $ 250.00 | / | $ 3,399.00 |
| 2024 WARSAW | HOUSE | $ Asb.1,000+2370 | / | $ 250.00 | / | $ 3,620.00 |
| 1202 W WASHINGTON | GARAGE PARTIAL | $ 2,520.00 | / | $ 100.00 | / | $ 2,620.00 |
| 1706 E WAYNE | HOUSE/GARAGE | $ 3,190.00 | / | $ 250.00 | / | $ 3,440.00 |
| 1212 WILT | GARAGE | $ 670.00 | / | $ 100.00 | / | $ 770.00 |
| 2425 WINTER | HOUSE | $ 2,550.00 | / | $ 240.00 | / | $ 2,790.00 |
| 2949 WINTER | HOUSE | $ 1,600.00 | / | $ 250.00 | / | $ 1,850.00 |
| 4101 WINTER | GARAGE | $ 480.00 | / | $ 150.00 | / | $ 630.00 |
| 1306 WOODBINE | HOUSE | $ 2,443.00 | / | $ 250.00 | / | $ 2,693.00 |
| 122 E WOODLAND | HOUSE | $ 2,940.00 | / | $ 250.00 | / | $ 3,190.00 |
| 2911 WEISSER PARK | HOUSE/GARAGE | $ 2,844.00 | / | $ 250.00 | / | $ 3,094.00 |

GRAND TOTAL: $ 67,505.00

VALIDITY OF BID PRICE: 180
(IN CALENDAR DAYS)

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 2-21-91 @ 11:00 AM BID REFERENCE # 1556

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR THE DEMOLITION & LOT RESTORATION OF TWENTY-SEVEN (27) +/- STRUCTURES PER SPECIFICATIONS AND REQUESTED BY NEIGHBORHOOD CODE ENFORCEMENT

THIS BID REQUIRES A XXX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES AXXX 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: $\frac{1}{810}$ % IF PAID WITHIN 30 DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Yarberry Landscape

STREET ADDRESS 3907 E St Rd 232

CITY Anderson Ind PHONE # 317-378-5783

BY _____
REPRESENTATIVE SIGNATURE

# THE AMERICAN INSTITUTE OF ARCHITECTS

*AIA Document A310*

# Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we RICHARD NESS EXCAVATING & TRUCKING, INC
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and CENTURY SURETY COMPANY
(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Ohio
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)

City of Fort Wayne, Indiana - Department of Purchasing

as Obligee, hereinafter called the Obligee, in the sum of Five Per Cent (5%) of Maximum Bid---

Three Thousand, Three Hundred and 00/100---------- Dollars ($ 3,300.00----),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)

Bid Reference #1556 - Demolition of 27 + or - Structures

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 21st day of February 19 91

Keith E. Steele
(Witness)

RICHARD NESS EXCAVATING & TRUCKING, INC.
(Principal) (Seal)
BY: Richard Ness
(Title)

YASTE, ZENT & RYE AGENCY, INC.

Mary A. MacKay
(Witness)

CENTURY SURETY COMPANY
(Surety) (Seal)
BY:
(Title) Attorney-in-Fact

# CENTURY SURETY COMPANY

**COLUMBUS, OHIO**

**POWER OF ATTORNEY**

PRINCIPAL RICHARD NESS EXCAVATING & TRUCKING, INC. EFFECTIVE DATE February 21, 1991

CONTRACT AMOUNT Bid Bond AMOUNT OF BOND $ 3,300.00---------

POWER NO. 500162

KNOW ALL MEN BY THESE PRESENTS: That the Century Surety Company, a corporation in the State of Ohio, does hereby nominate, constitute, and appoint: Gerald A. Dahle, John J. Pikel and Donald T. Belbutowski

its true and lawful attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed Five Hundred Thousand Dollars ($500,000.00)

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by the Board of Directors on the 4th day of October, 1988:

"RESOLVED, that any two officers of the Company shall have the authority to make, execute, and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.

FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Century Surety Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by two duly authorized officers this 4th day of October, 1988.

CENTURY SURETY COMPANY

CENTURY SURETY COMPANY CORPORATE SEAL OHIO JUNE 22, 1978

Roswell P. Ellis, Executive Vice President

Glenn D. Southwick, Treasurer

Notary Public )
State of Ohio ) SS:

On this 4th day of October, 1988, before the subscriber, a Notary Public of the State of Ohio, duly commissioned and qualified, came Roswell P. Ellis and Glenn D. Southwick of the Century Surety Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said, that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal at Columbus, Ohio, the day and year above written.

NOTARIAL SEAL • STATE OF OHIO •

Sue E. Duffy

NOTARY PUBLIC, State of Ohio
My Commission expires on August 5, 1989

State of Ohio ) SS:

I, the undersigned, Secretary of Century Surety Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, as set forth herein above, is now in force.

Signed and sealed in Cleveland, Ohio, this 21st day of February 1991

CENTURY SURETY COMPANY CORPORATE SEAL OHIO JUNE 22, 1978

Anne L. Meyers, Secretary

**Any reproduction or facsimile of this form is void and invalid**

Prescribed by the State Board of Accounts

Form No. 95 (Revised 1987)

# BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: 2-19-91

1. Governmental Unit: City OF Ft. Wayne
2. County: Allen
3. Bidder (Firm): Yarberry Landscape
   Address: 3907 E. St. Rd 232
   City/State: Anderson, In 46011
4. Telephone Number: 317-378-5783
5. Agent of Bidder (If applicable): Tim Yarberry

Pursuant to notices given, the undersigned offers bid(s) to City OF Ft. Way (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Signature of Bidder or Agent

## BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

| Class or Item | Quantity | Unit | Description | Unit Price | Amount |
|---|---|---|---|---|---|
| | | | | | |

## NON-COLLUSION AFFIDAVIT

STATE OF INDIANA )
) SS:
_____ COUNTY )

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Yarberry Landscape
Bidder (Firm)

Signature of Bidder or Agent

Subscribed and sworn to before me this 19 day of Feb, 1991.

My Commission Expires: 6-28-91

County of Residence: Madison

Lynn Bolden
Notary Public

Lynn Bolden
Notary Public Printed Name

## ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Date: _____

Contracting Authority Members:

_____ _____
_____ _____
_____ _____

**THE BIDDER HEREBY ACKNOWLEDGES AND AGREES TO THE FOLLOWING SPECIFICATIONS:**

A. 1. The contractor shall, at his/her own expense, secure and pay to the appropriate department of the local government, the fees or charges for all permits required for demolition, sidewalks, sheds, pavement cuts and repaving of streets and sidewalks, and all other building, electrical, plumbing, gas and sewer permits necessary under the local regulatory body or any of its agencies.

2. Wages paid on the project shall not be less than the scale determined by law. The contractor shall submit weekly, a duplicate copy of his/her payroll, for the duration of the job, to the Administrator of Safe Housing and Building Standards, to substantiate the payment of the wage scale.

B. The contractor shall comply with the applicable laws and ordinances governing the disposal of materials, debris, rubbish and trash on or off the area and shall commit no trespass on any public or private property in any operation due to or connected with the demolition and site clearance.

C. The bidder must state how soon he/she can begin work, after the award of the contract. Within 10 days.

D. The Safe Housing Enforcement Manager, shall be notified on the date of the start of demolition of each structure, and each structure shall be removed and site property cleared within five (5) calendar days after starting date on that structure. For failure to comply, the contractor will pay five percent (5%) of the bid price per day per parcel as liquidated damages for each day that the work is not completed beyond five (5) days from the beginning of demolition of each structure, unless proper written approval of a longer completion period is obtained from the Safe Housing Enforcement Departent Administrator.

E. The contractor hereby agrees to the following details regarding the demolition of the above structures:

1. Demolish and remove all building and appurtenances thereto. After demolition is started the Contractor is to work on it continuously until completion unless otherwise stated in writing by the Safe Housing and Building Standards Administrator.

2. Maintain control over operations to eliminate hazards to area residents. Nails and other tire puncturing items shall not be dropped on streets, alleys and adjacent property. Existing public streets, curbs and sidewalks shall be protected from damage as much as possible. When possible, the contractor shall enter the properties to be cleared from the

PRICE SHEET
DEMOLITIONS/LOT RESTORATION

| ADDRESS | STRUCTURE | COST OF DEMO | / | COST OF LOT | / | TOTAL |
|---|---|---|---|---|---|---|
| 3512 S BARR | HOUSE | $ 1,050 | / | $ 600 | / | $ 1,650 |
| 420 BOLTZ | HOUSE | $ 2,100 | / | $ 600 | / | $ 2,700 |
| 521 BUCHANAN | HOUSE | $ 1,380 | / | $ 600 | / | $ 1,980 |
| 2817 S CLINTON | HOUSE/GARAGE | $ 2,300 | / | $ 600 | / | $ 2,900 |
| 425 DALMAN | HOUSE | $ 2,000 | / | $ 600 | / | $ 2,600 |
| 1110 DEGROFF | GARAGE | $ 500 | / | $ 100 | / | $ 600 |
| 433 E DEWALD | HOUSE | $ 1,300 | / | $ 600 | / | $ 1,900 |
| 1424 S HANNA | HOUSE | $ 1,440 | / | $ 600 | / | $ 2,040 |
| 915 HANOVER | GARAGE | $ 500 | / | $ 100 | / | $ 600 |
| 2708 JOHN | HOUSE | $ 1,500 | / | $ 600 | / | $ 2,100 |
| 2512 LILLIE | HOUSE | $ 1,500 | / | $ 600 | / | $ 2,100 |
| 2516 LILLIE | HOUSE/GARAGE | $ 1700 | / | $ 600 | / | $ 2,100 |
| 2613 LILLIE | HOUSE/GARAGE | $ 1700 | / | $ 600 | / | $ 2300 |
| 2332 OLIVER | HOUSE | $ 1,800 | / | $ 600 | / | $ 2,400 |
| 529 ST MARTINS | HOUSE | $ 1,450 | / | $ 600 | / | $ 2,050 |
| 2902 SMITH | HOUSE/GARAGE | $ 2,200 | / | $ 600 | / | $ 2,800 |
| 720 WALNUT | HOUSE/GARAGE | $ 2,200 | / | $ 600 | / | $ 2,800 |
| 2024 WARSAW | HOUSE | $ 2,500 | / | $ 600 | / | $ 3,100 |
| 1202 W WASHINGTON | GARAGE PARTIAL | $ 400 | / | $ 100 | / | $ 500 |
| 1706 E WAYNE | HOUSE/GARAGE | $ 1,450 | / | $ 600 | / | $ 2,050 |
| 1212 WILT | GARAGE | $ 400 | / | $ 100 | / | $ 500 |
| 2425 WINTER | HOUSE 2-story | $ 1,875 | / | $ 600 | / | $ 2,475 |
| 2949 WINTER | HOUSE | $ 1,700 | / | $ 600 | / | $ 2,300 |
| 4101 WINTER Block → | GARAGE 375sq Ft. | $ 500 | / | $ 100 | / | $ 600 |
| 1306 WOODBINE | HOUSE | $ 1,300 | / | $ 600 | / | $ 1,900 |
| 122 E WOODLAND | HOUSE | $ 1,800 | / | $ 600 | / | $ 2,400 |
| 2911 WEISSER PARK | HOUSE/GARAGE | $ 2000 | / | $ 600 | / | $ 2600 |

GRAND TOTAL: $ 54,245 TOT

VALIDITY OF BID PRICE: 30 DAYS
(IN CALENDAR DAYS)

Capitol INDEMNITY CORPORATION
4610 UNIVERSITY AVENUE, SUITE 1400, MADISON, WISCONSIN 53705-0900
PLEASE ADDRESS REPLY TO P.O. BOX 5900, MADISON, WI 53705-0900
PHONE (608) 231-4450 • FAX (608) 231-3125

# POWER OF ATTORNEY

No: 276179

**Know all men by these Presents,** That the **CAPITOL INDEMNITY CORPORATION,** a corporation of the State of Wisconsin, having its principal offices in the City of Madison, Wisconsin, does make, constitute and appoint

---------- RICHARD D. PRAIRIE OR ELSIE E. FULLER ----------

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

---------- NOT TO EXCEED $500,000.00 ----------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 5th day of May 1960:

"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

**IN WITNESS WHEREOF,** the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested by its Secretary, this 24th day of October, 1988.

**CAPITOL INDEMNITY CORPORATION**

Attest:

Virgiline M. Schulte
Virgiline M. Schulte, Secretary

CAPITOL INDEMNITY CORPORATION — CORPORATE SEAL — WISCONSIN

George A. Fait
George A. Fait, President

STATE OF WISCONSIN }
COUNTY OF DANE }

On the 24th day of October, A.D., 1988, before me personally came George A. Fait, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Dane, State of Wisconsin; that he is the President of **CAPITOL INDEMNITY CORPORATION,** the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

STATE OF WISCONSIN }
COUNTY OF DANE }

STATE OF WISCONSIN — JEFFREY C WROLSTAD — NOTARY PUBLIC

Jeffrey C. Wrolstad
Jeffrey C. Wrolstad
**Notary Public, Dane Co., WI**
**My Commission is Permanent**

## CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Madison. Dated the 21st day of February, 19 91.

CAPITOL INDEMNITY CORPORATION — CORPORATE SEAL — WISCONSIN

Paul J. Breitmann
Paul J. Breitmeier, Treasurer

This power is valid only if the power of attorney number printed in the upper right hand corner appears in red. Photocopies, carbon copies or other reproductions are not binding on the company. Inquiries concerning this power of attorney may be directed to the Bond Manager at the Home Office of the Capitol Indemnity Corporation.

Read the first time in full and on motion by Sue Smith, seconded by Redd, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock ____.M.,E.S.T.

DATED: 3-12-91

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Schmidt, seconded by Redd, and duly adopted, placed on its passage. PASSED / ~~LOST~~ by the following vote:

| | AYES | NAYS | ABSTAINED | ABSENT |
|---|---|---|---|---|
| TOTAL VOTES | 8 | | | 1 |
| BRADBURY | ✓ | | | |
| BURNS | ✓ | | | |
| EDMONDS | ✓ | | | |
| GiaQUINTA | | | | ✓ |
| HENRY | ✓ | | | |
| LONG | ✓ | | | |
| REDD | ✓ | | | |
| SCHMIDT | ✓ | | | |
| TALARICO | ✓ | | | |

DATED: 3-26-91

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ ~~(APPROPRIATION)~~ ~~(GENERAL)~~ ~~(SPECIAL)~~ ~~(ZONING MAP)~~ ORDINANCE RESOLUTION NO. A-69-91 on the 26th day of March, 19 91,

ATTEST: Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

SEAL
Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of March, 19 91 at the hour of 1:30 o'clock P.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 27th day of March 19 91, at the hour of 2:15 o'clock P.M.,E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

DIGEST SHEET

TITLE OF ORDINANCE: Special

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of Ref. No. 1556 for demolitions and lot restorations for various building structures throughout the City of Fort Wayne through the Neighborhood Code Enforcement Division. The cost reflects the lowest and most responsive of four (4) vendors.

91-03-02.

IF NOT LOWEST, WHO WAS AND WHY WERE THEY NOT AWARDED:

EFFECT OF PASSAGE: Demolition of 24 structures throughout the City of Fort Wayne.

IF REPLACEMENT, WHAT NECESSITATES:

EFFECT OF NON-PASSAGE: Structures would continue to stand.

PRIOR APPROVAL REQUESTED:

| | | |
|---|---|---|
| MONIES INVOLVED: | Ron Lunz | $4,050.00 |
| | Martin Ent | $2,665.00 |
| | Richard Ness | $6,623.00 |
| | Yarberry | $30,965.00 |

PRICE AGREEMENT:

PURCHASE ORDER: Yes

ACCOUNT INFORMATION: N C E D 177-008-UBF7-4415

PRIOR APPROVAL: DATE:
(IF APPLICABLE)

BILL NO. S-91-03-02

REPORT OF THE COMMITTEE ON FINANCE

MARK E. GiaQUINTA, CHAIRMAN
DONALD J. SCHMIDT, VICE CHAIRMAN
BRADBURY, REDD, BURNS

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving the awarding of Reference #1556 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and RON LUNZ INC.: MARTIN ENTERPRISES, INC.,: RICHARD NESS EXCAV. & TRKG. CP., INC.: AND YARBERRY LANDSCAPE for the Neighborhood Code Enforcement Department

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) ~~(RESOLUTION)~~

| DO PASS | DO NOT PASS | ABSTAIN | NO REC |
|---|---|---|---|
| Mark E. GiaQuinta | | | |
| [signature] | | | |
| [signature] | | | |
| [signature] | | | |
| J. J. Bradbury | | | |
| | | | |
| | | | |
| | | | |
| | | | |

DATED: 3-26-91

Sandra E. Kennedy
City Clerk